

**21. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1207-03/BJC – Greenwood Lakes WTP Sodium Hypochlorite Feed System (Certificate of Completion).**

CC-1207-03/BJC provided for all labor, materials, equipment and coordination necessary for the conversion of the Greenwood Lakes Water Treatment Plant from gaseous chlorine to liquid chlorine (sodium hypochlorite) for disinfection purposes. As of March 10, 2004, all work and documentation have been satisfactory completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

# CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

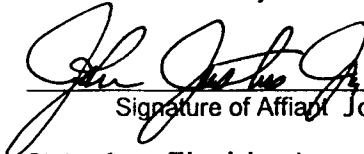
State of Florida County of Volusia

John Justus, Jr., being duly sworn according to law, deposes and says that he is the Exec. Vice President (Title of Office of McMahan Construction Co., Inc.,

CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the Greenwood Lakes WTP - Sodium Hypochlorite FS and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

  
Signature of Affiant John Justus, Jr.

Exec. Vice President  
Title

State of Florida )  
                                  ) ss  
County of Volusia )

The foregoing instrument was acknowledged before me this 28th day of January, 2003 by John Justus, Jr., who is personally known to me or who has produced n/a as identification.

  
Signature



Print name: Lynne Raborn  
Notary Public in and for the County and State Aforementioned

My commission expires: \_\_\_\_\_

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)  
6/19/96

App. Q-1

FEB 02 2004

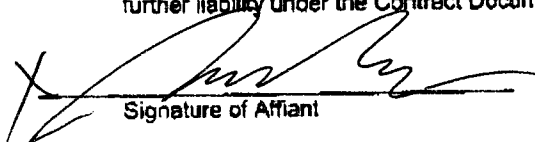
**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FloridaCounty of VolusiaRick Basso  
the Presidentbeing duly sworn according to law, deposes and says that he is  
(Title of Office of Volusia Gen. Cont d/b/a Farmasters)SUBCONTRACTOR/vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Greenwood Lakes WTP  
Sodium Hypochlorite FS and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

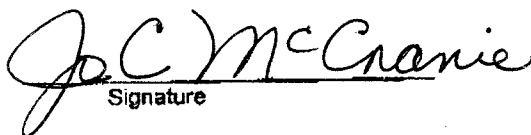
1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

  
 Signature of Affiant

President  
 Title

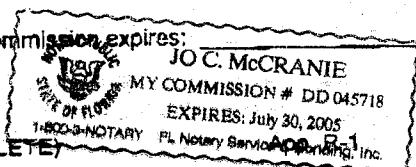
 State of Florida  
 County of Volusia ss

 The foregoing instrument was acknowledged before me this 30 day of Jan  
 2004 by Rick Basso, who is personally known to me or who has  
 produced n/a as identification.

  
 Signature

 Print name: Jo C McCranie  
 Notary Public in and for the County and  
 State Aforementioned

My commission expires:


 SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)  
 6/19/96

FEB 06 2004

**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FloridaCounty of Seminole

Shannon Springer, being duly sworn according to law, deposes and says that he is  
the Office Manager (Title of Office of Guardian Equipment

SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Greenwood Lakes WTP - Sodium Hypochlorite FS and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Shannon Springer  
Signature of Affiant

office manager  
Title

State of FloridaCounty of SEMINOLE

The foregoing instrument was acknowledged before me this 29TH day of JANUARY  
2004, by SHANNON SPRINGER, who is personally known to me or who has  
produced PERSONALLY KNOWN as identification.

Scotty A. Wells  
Signature

Print name: SCOTTY A. WELLS  
Notary Public in and for the County and  
State Aforementioned



Scotty A. Wells  
My Commission DD048994  
Expires August 12, 2005

My commission expires: AUG. 12, 2005

FEB 02 2004

**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida County of VolusiaRobert A. Weinberg, being duly sworn according to law, deposes and says that he is the President (Title of Office of RW Contractors, Inc.)SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the Greenwood Lakes WTP - Sodium Hypochlorite FS and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]  
Signature of Affiant

President  
Title

State of Florida )  
 ) ss  
County of Volusia )

The foregoing instrument was acknowledged before me this 29th day of January, 2004, by Robert A. Weinberg, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Signature  
Angela N. Cintron  
Commission # DD 023266  
Expires June 21, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

Print name: Angela N. Cintron  
Notary Public in and for the County and  
State Aforementioned

My commission expires: 6-21-05

**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

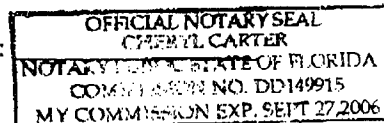
State of FloridaCounty of VolusiaWilliam D. McEnroy being duly sworn according to law, deposes and says that he is  
the Sec/Treas (Title of Office of Economy Electric Co.)SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Greenwood Lakes WTP  
Sodium Hypochlorite FS and that he is authorized to and does make this affidavit in  
behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

William D. McEnroy  
Signature of AffiantSec/Treasurer  
TitleState of Florida )  
County of Volusia ) ssThe foregoing instrument was acknowledged before me this 2 day of February  
2004, by William D. McEnroy who is personally known to me or who has  
produced \_\_\_\_\_ as identification.Cheryl Carter  
SignaturePrint name: Cheryl Carter  
Notary Public in and for the County and  
State Aforementioned

My commission expires:

SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)  
8/19/96

App. R-1

**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of Florida Alabama County of Jefferson  
David M. Paden being duly sworn according to law, deposes and says that he is  
 the VP Engineering (Title of Office of Revere Control Systems).  
 SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the  
Greenwood Lakes WTP - Sodium Hypochlorite FS and that he is authorized to and does make this affidavit in  
 behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

David Paden  
 Signature of Affiant

VP-Engineering  
 Title

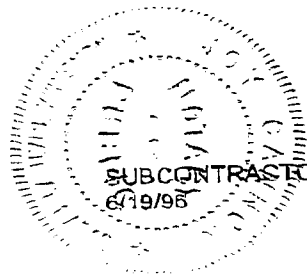
State of Florida )  
 ) ss  
 County of )

The foregoing instrument was acknowledged before me this 5th day of February  
2004, by David Paden, who is personally known to me or who has  
 produced \_\_\_\_\_ as identification.

Joy Cannon  
 Signature

Print name: Joy Cannon  
 Notary Public in and for the County and  
 State Aforementioned

My commission expires: March 24, 2007



SUBCONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)

App. R-1

FEB 02 2004

# FINAL WAIVER AND RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$ 16.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to McMahon Construction.

To (owner) \_\_\_\_\_  
to the following described property:

Greenwood Jct WTP

\_\_\_\_\_

\_\_\_\_\_

Dated on: Jan 28, 2004

Lienor's Name: Barnes Industrial Plastic Piping, Inc.  
(Company name printed)

By: Sandy Barnes, Pres  
(Signature)

Printed Name: Sandy Barnes, President

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing Release of Lien was acknowledged before me this 28 day of Jan, 2004, who is personally known to me or has produced \_\_\_\_\_.



Paul J Livelli  
My Commission DD278881  
Expires January 05, 2008

Paul J. Livelli  
(Notary Public's Signature)

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not Require a lienor to furnish a waiver or release of lien that is different from the statutory form.



Duplicate Original

Bond No. 21BCSBV1096

Executed in 6 Counterparts

Contractor: McMahan Construction Co., Inc.

Project: Contract No. CC-1207-03/BJC, Greenwood Lakes Water Treatment Plant - Sodium Hypochlorite Feed System, 505 Wexdon Court, Lake Mary, Florida 32746

Final Contract Price: \$215,526.25

### CONSENT OF SURETY TO FINAL PAYMENT

We, the Hartford Accident and Indemnity \*, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of Two Hundred Fifteen \*\* Dollars (\$215,000.00-----) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Hartford Accident and Indemnity \* has caused this instrument to be executed on its behalf of its Representative -and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 27th day of January 20 04.  
\*Company \*\*Thousand and 00/100

Hartford  
Accident and Indemnity Company  
Surety Company

Teresa L. Robinson

Attorney-in-Fact and Florida Licensed Resident Agent  
Teresa L. Robinson, Inquiries: (407) 786-7770

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of Florida )  
County of Seminole ) ss

The foregoing instrument was acknowledged before me this 27th day of January, 2004, by Teresa L. Robinson, who is personally known to me or who has produced N/A as identification.

Deborah Mahl  
Signature

DEBORAH MAHL  
Notary Public, State of Florida  
My comm. exp. June 24, 2007  
Comm. No. DD 209049

Print name: Deborah Mahl  
Notary Public in and for the County and  
State Aforementioned

My commission expires: June 24, 2007

# POWER OF ATTORNEY

THE HARTFORD

HARTFORD PLAZA  
HARTFORD, CONNECTICUT 06115

<input checked="" type="checkbox"/> Hartford Fire Insurance Company	Twin City Fire Insurance Company <input type="checkbox"/>
<input checked="" type="checkbox"/> Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois <input type="checkbox"/>
<input checked="" type="checkbox"/> Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest <input type="checkbox"/>
<input type="checkbox"/> Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast <input type="checkbox"/>

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company, Twin City Fire Insurance Company and Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Jeffrey W. Reich, Susan L. Reich, J. Gregory MacKenzie, Kim E. Niv, Patricia L. Slaughter, Leslie M. Donahue, Teresa L. Robinson  
of  
Altamonte Springs, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*John P. Hyland*

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 19<sup>th</sup> day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Jean H. Wozniak*

Jean H. Wozniak  
Notary Public  
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **January 27, 2004**.

Signed and sealed at the City of Hartford.



*Colleen Mastroianni*

Colleen Mastroianni, Assistant Vice President

Bond No. 21BCSBV1096

Executed in 3 Counterparts

Final Completion/Acceptance Date: January 28, 2004

Project: CC-1207-03/BJC, Greenwood Lakes Water Treatment Plant - Sodium Hypochlorite Feed System

**MATERIAL AND WORKMANSHIP BOND  
(10% of Final Contract Price)**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** McMahan Construction Co., Inc., hereinafter referred to a "Principal" and Hartford Accident and Indemnity Company hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$21,552.63----- for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1207-03/BJC; and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated May 30, 2003, and filed with the Purchasing Division of Seminole County; and

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

**NOW THEREFORE**, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

**MAINTENANCE BOND**

2/25/2003

CC-1207-03/BJC

Greenwood WTP Sodium Hypochlorite Feed System

00620-1

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 3rd  
day of February, 2004.

Address:  
123 E. Indiana Avenue  
DeLand, FL 32724  
(386) 734-1071

McMahan Construction Co., Inc. (SEAL)

Principal  
By: [Signature] Its: Exec. V.P.  
(If a Corporation) John E. Justus, Jr.

ATTEST: [Signature] Its: Capt. Bee  
(If a Corporation)  
Lynne Rabaw

Address:  
Hartford Plaza  
Hartford, CT 06115  
(860) 547-5000

Hartford Accident and Indemnity Company (SEAL)

Surety  
By: Teresa L. Robinson  
Its Attorney-in-Fact & FL Licensed Resident Agent  
Teresa L. Robinson, Inquiries: (407) 786-7770  
Phone No. (860) 547-5000

Fax No. (860) 547-2092

ATTEST: [Signature]  
Deborah Mahl

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

# POWER OF ATTORNEY

THE HARTFORD

HARTFORD PLAZA  
HARTFORD, CONNECTICUT 06115

<input checked="" type="checkbox"/> Hartford Fire Insurance Company	<input type="checkbox"/> Twin City Fire Insurance Company
<input checked="" type="checkbox"/> Hartford Casualty Insurance Company	<input type="checkbox"/> Hartford Insurance Company of Illinois
<input checked="" type="checkbox"/> Hartford Accident and Indemnity Company	<input type="checkbox"/> Hartford Insurance Company of the Midwest
<input type="checkbox"/> Hartford Underwriters Insurance Company	<input type="checkbox"/> Hartford Insurance Company of the Southeast

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company*, *Hartford Accident and Indemnity Company* and *Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, *Twin City Fire Insurance Company* and *Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Jeffrey W. Reich, Susan L. Reich, J. Gregory MacKenzie, Kim E. Niv, Patricia L. Slaughter, Leslie M. Donahue, Teresa L. Robinson  
of  
Altamonte Springs, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholtz*

Paul A. Bergenholtz, Assistant Secretary

*John P. Hyland*

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 19<sup>th</sup> day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Jean H. Wozniak*

Jean H. Wozniak  
Notary Public

My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **February 3, 2004**.

Signed and sealed at the City of Hartford.



*Colleen Mastroianni*

Colleen Mastroianni, Assistant Vice President

## CERTIFICATE OF ENGINEER

Agreement Title: Greenwood Lakes WTP Sodium Hypochlorite Feed System

County Contract No.: CC-1207-03/BJC

Agreement Date: May 30, 2003

Project: Greenwood Lakes WTP Sodium Hypochlorite Feed System

### CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: May 30, 2003

CONTRACTOR's Notice to Proceed: June 12, 2003

Days allowed by Agreement: 7 months

Extensions granted by C.O.: none

Scheduled Completion Date: January 9, 2004

Work began: June 2003

Project Substantially Completed: December 3, 2003

Days to complete: 30 days

Underrun: None

Overrun: None

2-13-04  
Date

  
Engineer

## CERTIFICATE OF FINAL COMPLETION

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Agreement Title: Greenwood Lakes WTP Sodium Hypochlorite Feed System

County Contract No: CC-1207-03/BJC

Project: Greenwood Lakes WTP Sodium Hypochlorite Feed System

Contractor: McMahan Construction - John Justus, Jr.

Agreement for: \$215,526.25 (including change order) Agreement date: May 30, 2003

This Certificate of Final Completion applies to all work under the Contract Documents

To: Reiss Environmental - Edward Talton, P.E.

Engineer

To: McMahan Construction - John Justus, Jr.

Contractor

To: Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion:

January 26, 2004

\_\_\_\_\_  
This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

\_\_\_\_\_  
Executed by ENGINEER ON February 13, 20 04

Reiss Environmental - Edward Talton, P.E.

\_\_\_\_\_  
ENGINEER

BY: Edward H. Talton Jr.

CONTRACTOR accepts this certificate of Final Completion on January 28, 20 04.

McMahan Construction - John Justus, Jr.

\_\_\_\_\_  
CONTRACTOR

BY: John Justus Jr.

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

BOARD OF COUNT COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

BY: \_\_\_\_\_, Chairman

Date: \_\_\_\_\_




## CONTRACTOR'S RELEASE

Greenwood Lakes WTP -  
Agreement Title: Sodium Hypochlorite FS County Contract No.: CC-1207-03/BJC


Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared John Justus, Jr. who, being duly sworn and personally know to me, deposes and says that he/~~she~~ is Exec. Vice Pres. of McMahan Const. Co, Inc., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on Greenwood Lake WTP - Sodium Hypochlorite FS, located in Seminole County, Florida, dated the 30th day of May, 20 03, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 27,426.25 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 27,426.25 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

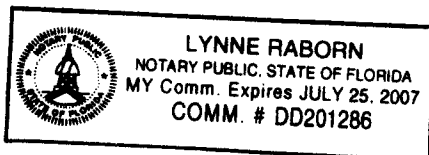
State of Florida )  
County of Volusia ) ss

  
Affiant John Justus, Jr.  
Exec. Vice President

The foregoing instrument was acknowledged before me this 28th day of January, 20 04 by John Justus, Jr., who is personally known to me or who has produced n/a as identification.

  
Signature

Print name: Lynne Raborn  
Notary Public in and for the County and  
State Aforementioned



My commission expires: \_\_\_\_\_

## SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Greenwood Lakes WTP Sodium Hypochlorite Feed System

COUNTY Contract No. CC-1207-03/BJC

To: CONTRACTOR McMahan Construction - John Justus, Jr.

Project Manager Jeffery F. Thompson, P.E.

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on December 17, 2003 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

John Justus Jr. / McMahan Construction  
Contractor by  
John Justus Jr.

Ed H. Jule Jr. / Reiss Environmental, Inc.  
Engineer by  
ED TACTON

Reviewed by:

[Signature]  
Contracts Supervisor

26 March 2004  
Date

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Greenwood Lakes WTP Sodium Hypochlorite Feed System

County Contract No.: CC-1207-03

Project: Greenwood Lakes WTP Sodium Hypochlorite Feed System

Contractor: McMahan Construction - John Justus, Jr.

Agreement for \$215,526.25 (including change order) Agreement Date: 5/30/03

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: Reiss Environmental - Marc Cannata, P.E.  
Engineer

And to McMahan Construction - John Justus, Jr.  
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

December 3, 2003

Date of Substantial Completion

A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within thirty (30) day of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on December 18, 20 03

Reiss Environmental - Marc Cannata, P.E.

Engineer

By: 

CONTRACTOR accepts this Certificate of Substantial Completion

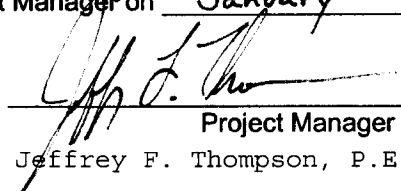
On DECEMBER 22, 20 03.

McMahan Construction - John Justus, Jr.

Contractor

By: 

Executed by COUNTY'S Project Manager on January 5, 20 04.

  
Project Manager

Jeffrey F. Thompson, P.E. - Senior Engineer